

# ORDER FOR SUPPLIES OR SERVICES

1 2

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

|  |  |
|--|--|
| 1. DATE OF ORDER<br>08/11/2016   | 2. CONTRACT NO. (if any)                   |
| 3. ORDER NO.<br>HSBP1016P00515   | 4. REQUISITION/REFERENCE NO.<br>0020093904 |
| 5. ISSUING OFFICE (Address correspondence to)<br>DHS - Customs & Border Protection<br>Department of Homeland Security<br>1300 Pennsylvania Ave, NW<br>Procurement Directorate - NP 1310<br>Washington DC 20229 |  |

|  |          |             |
|--|----------|-------------|
| 6. SHIP TO:  |          |             |
| a. NAME OF CONSIGNEE<br>See Attached Delivery Schedule |          |             |
| b. STREET ADDRESS                                      |          |             |
| c. CITY  | d. STATE | e. ZIP CODE |
| f. SHIP VIA  |          |             |

|   |                |
|---|----------------|
| 7. TO:  |                |
| a. NAME OF CONTRACTOR<br>VIGILANT SOLUTIONS INC                 |                |
| b. COMPANY NAME<br>VIGILANT SOLUTIONS, INC.                     |                |
| c. STREET ADDRESS<br>POC: (b)(6)<br>2021 LAS POSITAS CT STE 101 |                |
| d. CITY<br>LIVERMORE  | e. STATE<br>CA |
| f. ZIP CODE<br>94551-7311                                       |                |

|   |   |
|---|---|
| 8. TYPE OF ORDER  |   |
| <input checked="" type="checkbox"/> a. PURCHASE - Reference Your<br>furnish the following on the terms<br>and conditions specified on both<br>sides of this order and on the<br>attached sheet, if any, including<br>delivery as indicated. | <input type="checkbox"/> b. DELIVERY - Except for<br>billing instructions on the<br>reverse, this delivery order is<br>subject to instructions<br>contained on this side only of<br>this form and is issued<br>subject to the terms and<br>conditions of the above-<br>numbered contract. |

|  |
|--|
| 9. ACCOUNTING AND APPROPRIATION DATA<br>PLEASE SEE ACCOUNTING AND APPROPRIATION DATA |
|--|

|   |
|---|
| 10. REQUISITIONING OFFICE<br>SAN DIEGO SECTOR INTEL UNIT (SIU)<br>POC: (b)(6); (b)(7)(C)<br>(b)(6); (b)(7)(C) |
|---|

|   |  |  |   |                                     |
|---|--|--|---|-------------------------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))       |  |  |   |                                     |
| <input checked="" type="checkbox"/> a. SMALL                  | <input type="checkbox"/> b. OTHER THAN SMALL   | <input type="checkbox"/> c. DISADVANTAGED  | <input type="checkbox"/> d. WOMEN-OWNED | <input type="checkbox"/> e. HUBZone |
| <input type="checkbox"/> f. SERVICE-DISABLED<br>VETERAN-OWNED | <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS<br>(WOSB) ELIGIBLE UNDER THE WOMEN-<br>OWNED SMALL BUSINESS PROGRAM | <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-<br>OWNED SMALL BUSINESS (EDWOSB) |   |                                     |

|                                    |
|------------------------------------|
| 12. F.O.B. POINT<br>Not applicable |
|------------------------------------|

|                                  |                                  |                        |   |
|----------------------------------|----------------------------------|------------------------|---|
| 13. PLACE OF                     |                                  | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B POINT<br>ON OR BEFORE (Date)<br>09/10/2016 |
| a. INSPECTION<br>CHULA VISTA, CA | b. ACCEPTANCE<br>CHULA VISTA, CA |                        |   |

|  |
|--|
| 16. DISCOUNT TERMS<br>Within 30 days Due net |
|--|

| 17. SCHEDULE (See reverse for Rejections) |                                      |                            |             |                   |               |        |
|---|--------------------------------------|----------------------------|-------------|-------------------|---------------|--------|
| ITEM NO.<br>(a)                           | SUPPLIES OR SERVICES<br>(b)          | QUANTITY<br>ORDERED<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) | Accept |
| 10  | Fixed Camera LPR SYS-I, VSF-075-H-RE | 2.000                      | EA          | (b)(4)            |               |        |
| 20  | LEARN LPR Data Server Software       | 1.000                      | EA          |                   |               |        |

|  |  |                           |                 |                      |                                |
|--|--|---------------------------|-----------------|----------------------|--------------------------------|
| SEE BILLING<br>INSTRUCTIONS<br>REVERSE | 18. SHIPPING POINT   | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. | \$0.00               | 17(h) TOT.<br>(Cont.<br>pages) |
|  | 21. MAIL INVOICE TO:   |                           |                 |                      |                                |
|  | a. NAME<br>DHS - Customs & Border Protection Commercial Accounts Sect. |                           |                 | (b)(4)               | 17(i)<br>GRAND<br>TOTAL        |
|  | b. STREET ADDRESS (or P.O. Box)<br>6650 Telecom Drive, Suite 100       |                           |                 |                      |                                |
| c. CITY<br>Indianapolis                |  |                           | d. STATE<br>IN  | e. ZIP CODE<br>46278 |                                |

|  |                                       |                                     |
|--|---------------------------------------|-------------------------------------|
| 22. UNITED STATES OF<br>AMERICA BY (Signature) | 23. NAME (Typed)<br>(b)(6); (b)(7)(C) | TITLE: CONTRACTING/ORDERING OFFICER |
|--|---------------------------------------|-------------------------------------|

|                             |                       |                             |                      |
|-----------------------------|-----------------------|-----------------------------|----------------------|
| DATE OF ORDER<br>08/11/2016 | CONTRACT NO. (If any) | ORDER NO.<br>HSBP1016P00515 | PAGE OF PAGES<br>2 2 |
|-----------------------------|-----------------------|-----------------------------|----------------------|

**Federal Tax Exempt ID: 72-0408780**

**Emailing Invoices to CBP.** Do not mail or email invoices to CBP. Invoices must be submitted via the IPP website, as detailed under Electronic Invoicing and Payment Requirements in the attached terms and conditions.

**NOTES:**

THIS PURCHASE ORDER (PO) IS HEREBY AWARDED TO VIGILANT SOLUTIONS, INC. THIS ORDER IS ISSUED TO PROCUREMENT OF AND DELIVERY OF TWO (2) FIXED CAMERA LPR SYS-I, VSF075-H-RE AT (b)(4) AND ONE (1) LEARN LPR DATA SERVER SOFTWARE AT (b)(4)

NUMBER OF FIXED-CAMERA LPR SYS-I, VSF-075-H-RE, TWO (2) UNIT PRICE - (b)(4)

NUMBER OF LEARN LPR DATA SERVER SOFTWARE, ONE (1) UNIT PRICE - (b)(4)

TOTAL: (b)(4)  
TOTAL: (b)(4)

THIS IS A FIRM-FIXED PRICE SIMPLIFIED ACQUISITION ON SOLE SOURCE AWARDED TO VIGILANT SOLUTIONS, INC., IN REFERENCE WITH THE ATTACHED STATEMENT OF WORK (SOW).

**ATTACHMENTS:**

ATTACHMENT 1 - STATEMENT OF WORK (SOW).

VENDOR'S TECHNICAL POINT OF CONTACT (POC): (b)(6); (b)(7)(C) OFFICE: (b)(6); (b)(7)(C) EMAIL: (b)(6); (b)(7)(C)

CBP'S TECHNICAL POINT OF CONTACT (POP): (b)(6); (b)(7)(C) OFFICE: (b)(6); (b)(7)(C) EMAIL: (b)(6); (b)(7)(C)

DELIVERY ADDRESS/POINT OF CONTRACT (POC):

US CUSTOMS AND BORDER PROTECTION  
US BORDER PATROL SAN DEIGO SECTOR HQRTS  
SECTOR INTELLIGENCE OFFICE  
2411 BOSWELL ROAD  
CHULA VISTA, CA 91914-3519  
POC: (b)(6); (b)(7)(C)  
PHONE: (b)(6); (b)(7)(C)  
EMAIL: (b)(6); (b)(7)(C)

PLEASE PROVIDE COPIES OF THE INVOICES FOR CERTIFICATION AND PAYMENT APPROVAL TO EMAIL ADDRESS: (b)(6); (b)(7)(C)

PLEASE REFERENCE THE ORDER NUMBER (BLOCK 3 OF FRONT PAGE) ON THE INVOICE

VENDOR IS REGISTERED IN SAM, AND HAS A DUNS #: 603673117

VENDOR PAYMENT HOTLINE: (317)614-5001

BY ACCEPTING THIS ORDER THE VENDOR AGREES TO PAYMENT VIA ELECTRONIC FUNDS TRANSFER (EFT).

**ATTACHMENT 1**  
**Statement of Work (SOW)**

**Statement of Work (SOW)**

**For**

**Law Enforcement Archival Reporting Network (LEARN) Server**

**Acquisition of Law Enforcement Archival Reporting Network (LEARN) Server**

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## **Acquisition of Law Enforcement Archive Reporting Network (LEARN) Server**

### **1. BACKGROUND**

The San Diego Sector (SDC) Intelligence Unit (SIU) of the U.S. Border Patrol (USBP) requires the use of license plate reader (LPR) cameras with direct access to the Law Enforcement Archival Reporting Network (LEARN) in order to fully exploit local traffic information for intelligence purposes. SDC SIU also requires a locally-hosted LEARN server to collect and analyze information from these LPR cameras as well as other cameras already deployed in the field.

### **2. SCOPE**

This is a sole-source acquisition, based on the fact that the LEARN system is proprietary technology owned by Vigilant Solutions, Inc.

This is a firm fixed price contract.

### **3. SPECIFIC TASKS**

- Delivery of two (2) fixed camera license plate readers with direct connection to the Law Enforcement Archival Reporting Network data server
- Delivery of one (1) Law Enforcement Archival Reporting Network (LEARN) server with capacity for at least 25 fixed cameras
- Test connectivity of two (2) LPRs and one (1) LEARN server to ensure products are defect-free
- End-user training

### **4. DELIVERABLES AND DELIVERY SCHEDULE**

The following deliverables are expected under this contract:

| <b>Deliverable</b>  | <b>Quantity</b> | <b>Schedule / Deadline</b>       |
|---|-----------------|----------------------------------|
| Fixed Camera License Plate Reader                         | 2               | No later than September 30, 2016 |
| Law Enforcement Archival Reporting Network (LEARN) Server | 1               | No later than September 30, 2016 |
| Test connectivity of LPR cameras and LEARN server         | 1               | No later than September 30, 2016 |
| End-user training   | 1               | No later than September 30, 2016 |

## **5. GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION**

The government will furnish no equipment for this award.

## **6. PLACE OF PERFORMANCE**

All items will be delivered to:  
SDC SIU  
2411 Boswell Rd  
Chula Vista, CA 91914

## **7. PERIOD OF PERFORMANCE**

All items will be delivered to SDC SIU no later than September 30, 2016.

## **8. SECURITY**

The work associated with this award will be UNCLASSIFIED and LAW ENFORCEMENT SENSITIVE (U//LES).

**PURCHASE ORDER TERMS AND CONDITIONS****U.S. CUSTOMS and BORDER PROTECTION**  
Supplemental Clauses/Provisions

Order Number: HSBP1016P00515

**I.1 SCHEDULE OF SUPPLIES/SERVICES**

| ITEM # | DESCRIPTION                          | QTY   | UNIT | UNIT PRICE | EXT. PRICE |
|--------|--------------------------------------|-------|------|------------|------------|
| 10     | Fixed Camera LPR SYS-1, VSF-075-H-RE | 2.000 | EA   | (b)(4)     | (b)(4)     |
| 20     | LEARN LPR Data Server Software       | 1.000 | EA   | (b)(4)     | (b)(4)     |

Total Funded Value of Award:

**I.2 ACCOUNTING and APPROPRIATION DATA**

| ITEM # | ACCOUNTING and APPROPRIATION DATA  | AMOUNT |
|--------|--|--------|
| 10     | 6100.319BUSCSGLCS0935707011Z00016400BN01140000MH BPW11319B<br>TAS# 07020162016 0530000 | (b)(4) |
| 20     | 6100.315AUSCSGLCS0935707011Z00016400BN01140000MH BPW11315A<br>TAS# 07020162016 0530000 | (b)(4) |

**I.3 DELIVERY SCHEDULE**

| DELIVER TO:  | ITEM # | QTY   | DELIVERY DATE |
|--|--------|-------|---------------|
| Customs and Border Protection<br>2411 Boswell Road<br>Chula Vista, CA 91914-3519 | 10     | 2.000 | 09/10/2016    |
|  | 20     | 1.000 | 09/10/2016    |



**II.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
[www.acquisition.gov](http://www.acquisition.gov)

**I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES**

NUMBER TITLE

**II.2 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

**II.3 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)**

**II.4 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015)**

**II.5 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

**II.6 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

**II.7 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)**

**II.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JUN 2016)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

[ ] (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[ ] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[ ] (5) [Reserved].

[ ] (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).
- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313)
- ☐ (10) [Reserved].
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
  - ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
  - ☐ (ii) Alternate I (NOV 2011).
  - ☐ (iii) Alternate II (NOV 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
  - ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
  - ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).
  - ☐ (ii) Alternate I (OCT 2001) of 52.219-9.
  - ☐ (iii) Alternate II (OCT 2001) of 52.219-9.
  - ☐ (iv) Alternate III (OCT 2015) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

- [X] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- [] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- [] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- [] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- [X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- [] (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693)
- [] (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (OCT 2015) of 52.223-13.
- [] (39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (JUN 2014) of 52.223-14.
- [] (40) 52.223-15, Energy Efficiency in Energy—Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [] (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (JUN 2014) of 52.223-16.
- [] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).
- [] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- [] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- [] (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- [X] (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103–182, 108–77, 108–78, 108–286, 108–302, 109–53, 109–169, 109–283, 110–138, 112–41, 112–42, and 112–43).

- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
  - ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
  - ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
  - ☒ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  - ☐ (48) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - ☐ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - ☐ (50) 52.226-4, Notice of Disaster or Emergency Area set-Aside (NOV 2007)
  - ☐ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
  - ☐ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - ☐ (53) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - ☒ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013) (31 U.S.C. 3332).
  - ☐ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
  - ☐ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
  - ☐ (57) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
  - ☐ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
  - ☐ (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:  
[Contracting Officer check as appropriate.]
- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
  - ☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
  - ☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - ☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. Chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658)

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015)

(v) Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi) [X] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015).
  - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658).
  - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
  - (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## II.9 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

### (a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

### (b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

- (2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

- (3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

- (d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

- (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

- (f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

**II.10 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

**(a) Provisions.**

- ☒ 3052.209-72 Organizational Conflicts of Interest.
- ☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- ☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

**(b) Clauses.**

- ☐ 3052.203-70 Instructions for Contractor Disclosure of Violations.
- ☐ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- ☐ 3052.204-71 Contractor Employee Access.
- ☐ Alternate I
- ☐ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- ☐ 3052.209-73 Limitation on Future Contracting.
- ☐ 3052.215-70 Key Personnel or Facilities.
- ☐ 3052.216-71 Determination of Award Fee.
- ☐ 3052.216-72 Performance Evaluation Plan.
- ☐ 3052.216-73 Distribution of Award Fee.
- ☐ 3052.219-70 Small Business Subcontracting Plan Reporting.
- ☐ 3052.219-71 DHS Mentor Protégé Program.
- ☐ 3052.228-70 Insurance.
- ☐ 3052.236-70 Special Provisions for Work at Operating Airports.
- ☒ 3052.242-72 Contracting Officer's Technical Representative.
- ☐ 3052.247-70 F.o.B. Origin Information.
- ☐ Alternate I
- ☐ Alternate II



☐ 3052.247-71 F.o.B. Origin Only.

☐ 3052.247-72 F.o.B. Destination Only.

(End of clause)

#### II.11 CONTRACT TYPE (OCT 2008)

This is a .

[End of Clause]

#### II.12 TERM OF CONTRACT (MARCH 2003)

The term of this contract is from NET 30 DAYS through .

[End of Clause]

#### II.13 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

#### II.14 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (JAN 2016)

Beginning April 11, 2016, payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). Payment terms for existing contracts and orders awarded prior to April 11, 2016 remain the same. The Contractor must use IPP for contracts and orders awarded April 11, 2016 or later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to April 11, 2016.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The IPP was designed and developed for Contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting IPPCustomerSupport@fms.treas.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

**II.15 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

[illegible]

[illegible]



Purchase Order 1010-00015 Created by Ramon M. Martinez

Vendor: 0125042 VIGILANT SOLUTIONS Inc. Date: 07/24/2014  
Delivery Method: Delivery Order Address: 1010-00015 PO# 1010-00015 PO# 1010-00015 PO# 1010-00015 PO# 1010-00015

|  |              |       |        |     |
|--|--------------|-------|--------|-----|
| <input type="checkbox"/> Active        | Ordered      | 13 EA | (b)(4) | USD |
| <input type="checkbox"/> Not Yet Sent  | Delivered    | 0 EA  | (b)(4) | USD |
| <input type="checkbox"/> Not Delivered | Not to deliv | 0 EA  | (b)(4) | USD |
| <input type="checkbox"/> Not Delivered | Delivered    | 0 EA  | (b)(4) | USD |
|  | Delivered    | 0 EA  | (b)(4) | USD |

| Line | Description | Quantity | Unit | Price   | Total   | Comments   |
|------|-------------|----------|------|---------|---------|------------|
| 1    | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 2    | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 3    | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 4    | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 5    | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 6    | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 7    | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 8    | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 9    | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 10   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 11   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 12   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 13   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 14   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 15   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 16   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 17   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 18   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 19   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 20   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 21   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 22   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 23   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 24   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 25   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 26   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 27   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 28   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 29   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 30   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 31   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 32   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 33   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 34   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 35   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 36   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 37   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 38   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 39   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 40   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 41   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 42   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 43   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 44   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 45   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 46   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 47   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 48   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 49   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |
| 50   | 1010-00015  | 1        | EA   | 1000.00 | 1000.00 | 1010-00015 |

1010-00015 Add Printing

|  |   |                                   |                                    |
|--|---|-----------------------------------|------------------------------------|
| <input type="button" value="New"/> <input type="button" value="Save Draft"/> <input type="button" value="Validate"/> <input type="button" value="Approve"/> <input type="button" value="Correct"/> <input type="button" value="Modify"/> <input type="button" value="Save Template"/> <input type="button" value="Delete"/> <input type="button" value="Print"/> |   |                                   |                                    |
| <input type="button" value="Help"/>  |   |                                   |                                    |
| <b>Transaction Information</b>   |   |                                   |                                    |
| Award Type:  | Purchase Order                                  | Prepared Date:                    | 07/26/2016 16:43:23                |
| Prepared User:   | RNAFARRETE7014                                  |                                   |                                    |
| Award Status:  | Final   | Last Modified Date:               | 08/12/2016 11:42:24                |
| Last Modified User:  | RNAFARRETE7014                                  |                                   |                                    |
| <b>Document Information</b>  |   |                                   |                                    |
| Award ID:  | 7014  | Procurement Identifier            | HSBP1016P00515                     |
| Referenced IDV ID:   |   | Modification No                   | 0                                  |
| Reason For Modification:   |   |                                   |                                    |
| Solicitation ID:   |   |                                   |                                    |
|  | Agency Main Identifier                          | Sub Account                       | Initiative                         |
| Treasury Account Symbol:   | 70  | 0530                              | Select One                         |
| <b>Dates</b>   |   | <b>Amounts</b>                    |                                    |
| Date Signed (mm/dd/yyyy) :   | 08/11/2016                                      | Action Obligation:                | (b)(4)                             |
| Effective Date (mm/dd/yyyy) :  | 08/11/2016                                      | Base And Exercised Options Value: |                                    |
| Completion Date (mm/dd/yyyy) :   | 09/10/2016                                      | Base And All Options Value:       |                                    |
| Est. Ultimate Completion Date (mm/dd/yyyy) :   | 09/10/2016                                      | Fee Paid for Use of IDV:          |                                    |
| <b>Purchaser Information</b>   |   |                                   |                                    |
| Contracting Office Agency ID:  | 7014  | Contracting Office Agency Name:   | U.S. CUSTOMS AND BORDER PROTECTION |
| Contracting Office ID:   | 70B03C  | Contracting Office Name:          | BORDER ENFORCEMENT CTR DIV         |
| Funding Agency ID:   | 7014  | Funding Agency Name:              | U.S. CUSTOMS AND BORDER PROTECTION |
| Funding Office ID:   | 70B007  | Funding Office Name:              | OFFICE OF FIELD OPERATIONS         |
| Foreign Funding:   | Not Applicable                                  |                                   |                                    |
| <b>Contractor Information</b>  |   |                                   |                                    |
| SAM Exception:   | <input type="button" value="Remove Exception"/> |                                   |                                    |
| DUNS No:   | 603673117                                       | Street:                           | 2021 LAS POSITAS CT STE 101        |
| Vendor Name:   | VIGILANT SOLUTIONS, INC.                        | Street2:                          |                                    |
| DBAN:  |   | City:                             | LIVERMORE                          |
|  |   | State:                            | CA                                 |
|  |   | Zip:                              | 945517311                          |
|  |   | Country:                          | UNITED STATES                      |
|  |   | Phone:                            |                                    |

|   |  |  |  |
|---|--|--|--|
| <b>Business Category</b>                    |  | <b>Fax No:</b> (925) 398-2079                |  |
| <b>Organization Type:</b> CORPORATE NOT TAX |  | <b>Fax No:</b> (925) 398-2113                |  |
| <b>Number of Employees:</b> 50              |  | <b>Congressional District:</b> CALIFORNIA 15 |  |
| <b>State of Incorporation:</b> DE           |  | <a href="#">Show Details</a>                 |  |
| <b>Country of Incorporation:</b> USA        |  |  |  |
| <b>Annual Revenue:</b> \$4,000,000          |  |  |  |

  

|  |   |
|--|---|
| <b>Business Types</b>  | <b>Relationship With Federal Government</b>                     |
| <input checked="" type="checkbox"/> Corporate Entity, Not Tax Exempt | <input checked="" type="checkbox"/> Both (Contracts and Grants) |
| <b>Line Of Business</b>  | <b>Organization Factors</b>                                     |
| <input checked="" type="checkbox"/> Manufacturer of Goods            | <input checked="" type="checkbox"/> For Profit Organization     |

  

|  |  |
|--|--|
| <b>Contract Data</b>   | <b>Contract Data</b>   |
| <b>Type of Contract:</b>   | Firm Fixed Price <input type="checkbox"/>                    |
| <b>Multiyear Contract:</b>   | Select One <input type="checkbox"/>                          |
| <b>Major Program:</b>  |  |
| <b>National Interest Action:</b>   | None <input type="checkbox"/>                                |
| <b>Cost Or Pricing Data:</b>   | Select One <input type="checkbox"/>                          |
| <b>Purchase Card Used As Payment Method:</b>                                 | No <input type="checkbox"/>                                  |
| <b>Undefinited Action:</b>   | No <input type="checkbox"/>                                  |
| <b>Performance Based Service Acquisition:</b>                                | No - Service where PBA is not used. <input type="checkbox"/> |
| <i>* FY 2004 and prior; 80% or more specified as performance requirement</i> |  |
| <i>* FY 2005 and later; 50% or more specified as performance requirement</i> |  |
| <b>Contingency Humanitarian Peacekeeping Operation:</b>                      | Not Applicable <input type="checkbox"/>                      |
| <b>Contract Financing:</b>   | Select One <input type="checkbox"/>                          |
| <b>Cost Accounting Standards Clause:</b>                                     | Select One <input type="checkbox"/>                          |
| <b>Consolidated Contract:</b>  | No <input type="checkbox"/>                                  |
| <b>Number Of Actions:</b>  | 1  |

  

|   |  |
|---|--|
| <b>Legislative Mandates</b>   | <b>Principal Place of Performance</b>  |
| <b>Clinger-Cohen Act:</b> No <input type="checkbox"/>                             | <b>Principal Place Of Performance Code:</b> CA <input type="checkbox"/> USA <input type="checkbox"/> |
| <b>Service Contract Act:</b> Not Applicable <input type="checkbox"/>              | <b>Principal Place Of Performance County Name:</b> SAN DIEGO   |
| <b>Walsh-Healey Act:</b> Not Applicable <input type="checkbox"/>                  | <b>Principal Place Of Performance City Name:</b> CHULA VISTA   |
| <b>Davis Bacon Act:</b> Not Applicable <input type="checkbox"/>                   | <b>Congressional District Place Of Performance:</b> 53   |
| <b>Interagency Contracting Authority:</b> Not Applicable <input type="checkbox"/> | <b>Place Of Performance Zip Code (+4):</b> 91914 - 3519 <input type="checkbox"/> USPS ZIP Codes      |
| <b>Other Interagency Contracting Statutory Authority:</b> (1000 characters)       |  |

  

|                                       |
|---------------------------------------|
| <b>Product Or Service Information</b> |
|---------------------------------------|



|  |  |               |  |
|--|--|---------------|--|
| <b>Product/Service Code:</b>                             | D317   | Description:  | IT AND TELECOM- WEB-BASED SUBSCRIPTION |
| <b>Principal NAICS Code:</b>                             | 333316   | Description:  | PHOTOGRAPHIC AND PHOTOCOPYING EQUIPMEN |
| <b>Bundled Contract:</b>                                 | Not a bundled requirement <input type="checkbox"/>   |               |  |
| <b>System Equipment Code:</b>                            |  | Description:  |  |
| <b>Country of Product or Service Origin:</b>             | USA  | UNITED STATES |  |
| <b>Place of Manufacture:</b>                             | Not a manufactured end product <input type="checkbox"/>  |               |  |
| <b>Domestic or Foreign Entity:</b>                       | U.S. Owned Business <input type="checkbox"/>   |               |  |
| <b>Recovered Materials/Sustainability:</b>               | No Clauses Included and No Sustainability Included <input type="checkbox"/> OMB Policy on Sustainable Acquisition <input type="checkbox"/> |               |  |
| <b>InfoTech Commercial Item Category:</b>                | Select One <input type="checkbox"/>  |               |  |
| <b>Claimant Program Code:</b>                            |  | Description:  |  |
| <b>Sea Transportation:</b>                               | Select One <input type="checkbox"/>  |               |  |
| <b>GFE/GFP Provided Under This Action:</b>               | Transaction does not use GFE/GFP <input type="checkbox"/>  |               |  |
| <b>Use Of EPA Designated Products:</b>                   | Not Required <input type="checkbox"/>  |               |  |
| <b>Description Of Requirement:<br/>(4000 characters)</b> | 'IGF::OT::IGF" FIXED CAMERA LPR SYS 1 AND LEARN LPR DATA SERVER SOFTWARE   |               |  |

## Competition Information

|  |  |
|--|--|
| <b>Extent Competed For Referenced IDV:</b>                   |  |
| <b>Extent Competed:</b>                                      | Not Competed <input type="checkbox"/>                              |
| <b>Solicitation Procedures:</b>                              | Only One Source <input type="checkbox"/>                           |
| <b>Type Of Set Aside:</b>                                    | No set aside used. <input type="checkbox"/>                        |
| <b>Evaluated Preference:</b>                                 | No Preference used <input type="checkbox"/>                        |
| <b>SBIR/STTR:</b>  | Select One <input type="checkbox"/>                                |
| <b>Fair Opportunity/Limited Sources:</b>                     | Select One <input type="checkbox"/>                                |
| <b>Other Than Full And Open Competition:</b>                 | Only One Source-Other (FAR 6.302-1 other) <input type="checkbox"/> |
| <b>Local Area Set Aside:</b>                                 | No <input type="checkbox"/>  |
| <b>FedBizOpps:</b>   | Not Applicable <input type="checkbox"/>                            |
| <b>A76 Action:</b>   | No <input type="checkbox"/>  |
| <b>Commercial Item Acquisition Procedures:</b>               | Commercial Item <input type="checkbox"/>                           |
| <b>Number Of Offers Received:</b>                            | 1  |
| <b>Small Business Competitiveness Demonstration Program:</b> | <input type="checkbox"/>   |
| <b>Commercial Item Test Program:</b>                         | No <input type="checkbox"/>  |
| <b>Preference Programs / Other Data</b>                      |  |
| <b>Contracting Officer's Business Size Selection:</b>        | Small Business <input type="checkbox"/>                            |

|   |  |
|---|--|
| <b>Subcontract Plan:</b>                    | Plan Not Required <input type="checkbox"/> |
| <b>Price Evaluation Percent Difference:</b> | <input type="text"/> %                     |

|   |   |  |             |  |  |
|---|---|--|-------------|--|--|
|  |   | <b>Vigilant Solutions</b><br>2021 Las Positas Court, Suite #101<br>Livermore, CA 94551<br>(P) 858-287-0067 |             | <b>Be smart. Be safe.<br/>Be Vigilant.</b> |  |
| Attention:  | San Diego Sector Border Patrol          | Date   | 7/15/2016   |  |  |
| Project Name:   | LEARN Server plus Cameras for 2 Barrels | Quote Number:  | GSM-0201-04 |  |  |

## PROJECT QUOTATION

We at Vigilant Solutions are pleased to quote the following systems for the above referenced project:

| Qty   | Item #   | Description  |
|---|--|--|
| (2)   | <b>Fixed Camera LPR<br/>SYS-1<br/>VSF-075-H-RE</b> | <b>Vigilant Fixed LPR Camera with Integrated Smart Processor</b><br><u>Hardware:</u> <ul style="list-style-type: none"> <li>Integrated (Internal) solid state DSP Smart processor units - No moving parts <ul style="list-style-type: none"> <li>Plug-N-Play IP based camera with Power Over Ethernet (POE)</li> </ul> </li> <li>Includes field installed J-Box</li> <li>75mm LPR Camera(s) with IR and Color video <ul style="list-style-type: none"> <li>Includes RAM mounting bracket</li> </ul> </li> </ul> <u>Software:</u> <ul style="list-style-type: none"> <li>Direct connect to Vigilant's nationally hosted LEARN LPR data server <ul style="list-style-type: none"> <li>Includes CarDetector LPR software for local server hosting</li> </ul> </li> <li>LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> <li>Full suite of LPR tools including data analytics</li> </ul> </li> </ul> |
| <b>Subtotal Price (Excluding sales tax)</b> |  | <b>(b)(4)</b>  |

| Qty   | Item #             | Description   |
|---|--------------------|---|
| (1)   | <b>VS-LEARN-FH</b> | <b>Vigilant's Law Enforcement Archival Reporting Network (LEARN) Server for up to 25 Fixed Cameras or 120 Mobile Cameras</b> <ul style="list-style-type: none"> <li>Includes Vigilant's suite of LPR data analytics</li> <li>Automated CarDetector software update management</li> <li>Central repository for all LPR data acquired by each CarDetector system</li> <li>Complete search, mapping, query and data mining utilities w/ administrative security</li> <li>Server to include Intel Xeon 3.0 GHz Processor, 32GB Ram, 6TB HDD</li> <li>Server hardware to be Rack form factor</li> <li>Includes Pre-Licensed MS-Windows Server 2008 Operating System &amp; MS-SQL 2008 Database</li> <li>No additional software required</li> <li>Up to 25 simultaneous User connections</li> </ul> |
| <b>Subtotal Price (Excluding sales tax)</b> |                    | <b>(b)(4)</b>   |

### Quote Notes:

- All prices are quoted in USD and will remain firm and in effect for 60 days.
- No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
- All hardware components to have standard One (1) year hardware warranty.
- All software to have standard one (1) year warranty for manufacturer defects.
- This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
- This Quote does not include anything outside the above stated bill of materials.
- Tax not included.

- 8. Server for the use of Customs and Border Patrol ONLY.
- 9. Extended hardware warranty not included.
- 10.No brackets included. Customer to fabricate their own.
- 11.Quote includes Vigilant perpetual licensing and on-site set-up by a field technician.

Quoted by: (b) (6)

|                                   |        |      |
|-----------------------------------|--------|------|
| Total Price (Excluding sales tax) | (b)(4) |      |
| Accepted By:                      | Date:  | P.O# |